

LLCX, INC.

14773
RECORDATION NO. 14773

RAILCAR LEASE AND SERVICE CONTRACT

AUG 14 1985 - 3:50 PM

Contract #801

INTERSTATE COMMERCE COMMISSION

This agreement, made this 31th day of July, 1985 by and between LLCX, INC., principal office at 889 S. Brentwood Blvd., Clayton, MO 63105, hereinafter called "Lessor" and LCI, LTD., principal office at 889 South Brentwood Blvd., Clayton, MO 63105, hereinafter called "Lessee".

WITNESSETH:

1. RENTAL AND SERVICE CHARGES. Lessor hereby leases to Lessee, and the Lessee hereby leases and hires from the Lessor and agrees to accept delivery of, upon the terms and conditions set forth herein this instrument (herein referred to as the "Agreement"), the railroad cars described collectively as the "Cars", for the use of which Cars the Lessee agrees to pay the Lessor the rental and service charges for the full term hereof.

Number of Cars	Type	Car Numbers	Monthly Rental and Service Charge Per Car
20	DOT 111A100W5 20,000 GALLONS RUBBER LINED TANK CARS	LLCX 22974, 22977, 22978, 22979, 22981, 22982, 22993, 22996, 22997, 23195, 23196, 23197, 23198, 23199, 23202, 23205, 23206, 23210, 23213, 23216	\$650.00

2. TERM. The pro-rata rental respecting each Car commences on the date of delivery of such Car to Lessee. The "EFFECTIVE DATE" of this Contract shall be the first day of the month following the date of delivery of the final Car, and shall continue in effect for a period of sixty (60) months after the Effective Date. An option is granted to extend at a mutually negotiated rate and term, thereafter cancellable upon thirty (30) days written notice by either party. Notwithstanding the expiration or termination of this contract, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor.

3. DELIVERY. Each of the Cars shall be delivered to the Lessee at the delivery point designated by Lessee. The obligation of the Lessor to furnish the Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materialmen, of governmental authority, and Lessor shall not be liable for any damages by reason of any such delay. Delivery of cars scheduled for August 1985.

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4. MILEAGE. All compensation paid by the railroads with respect to the use of any Car shall be paid to and retained by Lessor, but Lessor shall credit mileage allowance earned by the Car while on lease hereunder and actually received by it against rental hereunder to the extent and in the manner herein provided. Lessor will credit such mileage payments to Lessee's rental account as soon as practicable, in the following manner, (i) Credits will first be applied against current monthly rental. (ii) Excess credits, if any, will then be applied against rental for the preceeding monthly billing period this Agreement was in effect to the extent not previously covered by credits. Excess credits shall be construed to mean all credits exceeding the amount required to completely offset the next regular monthly billing. (iii) Total mileage credits will be applied to the rental only to the extent of the aggregate rental charges payable hereunder for such accounting period. The term "accounting period", as used in this Agreement, is defined to mean the term of this Agreement.

5. PAYMENT. Lessee agrees to pay said rental and service charges in U.S. funds to LLCX, INC. at its principal office located in Clayton, Missouri, ON THE FIRST DAY OF THE CALENDER MONTH IN ADVANCE, and shall pay only the pro-rata portion of such monthly charge attributable to any fractional month accruing during the term of this Agreement.

6. INSPECTION OF CAR. Each of the Cars shall be subject to Lessor's inspection before first loading; and the loading of such Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (I) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (II) that it is one of the Cars described in the Contract. In any event, however, monthly rental and service charges shall be paid from the date of delivery at the point of delivery described in the Contract, so long as cars are clean and ready for use.

7. RESPONSIBILITY OF LADING. Lessor shall not be liable for any loss of, or damage to commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage, or claim therefor, except for first load.

8. DAMAGE TO CAR RESULTING FROM LADING. In the event any of the Cars, or the tank, fittings of appurtenances thereto, including the interior lining for Cars so equipped, shall become damaged by the commodity loaded therein, Lessee agrees to assume the responsibility for such damage.

9. ALTERATION AND LETTERING. Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance approval in writing of the Lessor. Lessee shall place no lettering or marking of any kind upon the Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operations of the Cars in Lessee's service hereunder, Lessee will be permitted to board and placard or stencil the Cars with letters not to exceed two inches (2") in height.

10. LIMITATIONS ON USE. Lessee will not use the Cars in a "unit train" without the advance approval in writing of the Lessor. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

11. MAINTENANCE. Lessee agrees to maintain each of the Cars in good condition and repair according to the Interchange rules of the Association of American Railroad ("AAR"), and Lessee agrees to forward the Cars to the shops of Lessor for periodic maintenance repairs as may be directed by Lessor. No repairs to any of the Cars shall be made by Lessee without Lessor's prior written consent, except that Lessee shall, at its expense, replace any removable tank parts (dome cover, outlet caps, etc.) if lost or broken. Any repairs covered by railroad defect card will be charged to Lessee. Replacement or repair by lessee of any parts, equipment, and/or accessories on any of the Cars shall be with parts, equipment, and accessories that are of like kind and of at least equal quality to those being replaced or repaired unless otherwise agreed in writing by Lessor. Except for ordinary wear and tear in fair services and for required periodic inspections, Lessee agrees it will assume responsibility for the maintenance, replacement and testing of safety valves, angle valves, check valves, thermometer, and guaging device. If any Cars shall be completely destroyed, or if physical condition of any Car shall become such that such Car cannot be operated in railroad service as determined by the parties, then the Lessor may, at its option, cancel this lease as to such Car as of the date on which such event occurred, or any substitute another Car of approximately the same type and capacity within a reasonable period of time, and, in the event of such substitution, the substituted Car shall be held pursuant to all terms and conditions of this Agreement. Should any of the Cars become unavailable for use pursuant to this Agreement for any other reason, Lessor shall have the right substitute another Car of approximately the same type and capacity within a reasonable period of time, and, in the event of such substitution, the substituted Car shall be held by Lessee pursuant to all the terms and conditions of the Agreement. When Cars are placed in a private car shop for maintenance and/or repair, the rental charges of each Car shall cease five (5) days after the date of arrival in shop and will be reinstated on the date such Car is forwarded from shop. If any repairs are required as a result of the misuse or by negligence of Lessee, its consignee, agent, or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, the rental charge shall continue during the rental period, and Lessee agrees to pay Lessor for the cost of such repairs. Lessee agrees that if by reason of such misuse or negligence or while on a railroad that does not subscribe to or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, any Car is completely destroyed or, such Car's physical

condition is such that it cannot be operated in railroad service, Lessee will pay Lessor, in cash, the AAR depreciated value and/or settlement value as determined by the AAR Rules of Interchange in effect at the time within ten (10) days following a request by Lessor for such payment. Lessee, at it's own expense, shall either replace or reimburse Lessor for the cost of replacing any appliance or removable part, if destroyed, damaged or lost, removed or stolen, unless the railroads transporting the Cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence or omission of Lessor, its agents employees.

12. LINING. The application, maintenance, and removal of interior protective lining in Cars so equipped is to be at the expense of the Lessor, except for damage caused by negligence of Lessee, it's consignee or agent.

13. INDEMNITY. Lessee will indemnify Lessor against any loss damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising, directly, out of Lessee's use, lease, possession, or operation of the Cars occurring during the term of this lease, or by the contents of such Cars, howsoever occurring, except any loss, liability, claim, damage, or expense which is directly attributable to the fault or neglect of the Lessor, or for which a railroad or railroads have assumed full responsibility. All indemnities contained in this Agreement shall survive the termination hereof, however same shall occur.

14. GOVERNMENTAL AND INDUSTRIAL REGULATIONS. Lessee agrees to comply with all governmental laws, rules, regulations and requirements, and with the Interchange Rules of the AAR with respect to the use of and operation of each of the Cars during the term of this Agreement.

15. RETURN OF THE CARS. Upon the expiration or termination of this lease as to any of the Cars, Lessee agrees to return each of the Cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, to Lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment, and accessories with which the Car was originally equipped or which had been added during the term of the lease, and to give Lessor thirty (30) days advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars not properly cleaned or containing residue, as well as monthly rental and service charges incurred during the cleaning process not to exceed thirty (30) days. In the event that any or all of the Cars are not redelivered to Lessor on or before the date on which the term of this lease with respect to such Cars expires, all of the obligations of the Lessee under this lease with respect to such Cars shall remain in full force and effect until such Cars are redelivered to Lessor.

16. REPORTS. Each month Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of the Cars, giving dates loaded and shipping, commodity, destination, and full junction routing of each movement. Failure to provide such monthly reports may result in Lessee's forfeiture of the milage earned by the

Cars for the month not reported. Lessee shall, within ten (10) days after notification to Lessee, give Lessor written notice of any injury to either person or commodities which involve the Cars.

17. ADDITIONAL CHARGES BY RAILROADS. Lessee agrees to use the Cars, upon each railroad over which the Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party, and, if the operation or movements of any of the Cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on any of the Cars during the term hereof.

During the term of the agreement, Lessee agrees that it will use it's best efforts to maintain the aggregate mileage under load for all Cars covered by this Agreement equal to or exceeding the aggregate mileage empty for such Cars. Following (I) the end of the calendar year during the term of this Agreement and (II) the termination or expiration of this Agreement, the Lessor will determine for each calendar year or portion thereof just ended the aggregate loaded mileage and empty mileage of the Cars and advise Lessee of the same. In the event that the empty mileage of the Cars should exceed the, in the aggregate, their loaded mileage for the calendar year or portion thereof covered by the determination mentioned in the immediately preceding sentence, Lessee shall promptly pay Lessor for such excess according the the rate established by the governing tariff on a pro-rata basis if Lessor is required to pay such excess to the AAR.

18. TAXES AND LIENS. Lessee agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay, in addition to rent and service charges, all sales, use, leasing, operation, excise, and other taxes with respect to the Cars, together with any penalties, fines, or interest thereon, and all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the Cars outside the United States. Lessee agrees not to encumber or dispose of this lease of any of the Cars or any part of a Car or permit any encumbrance or lien to be entered or levied upon any of the Cars.

19. ASSIGNMENT. Lessee agrees to the best of it's ability, to use the cars exclusively in Lessee's own service within the boundaries of the continental United States (exclusive of Alaska and Hawaii) and Canada and to make no transfer, or assignment, of this Agreement. In the event that Lessee desires to sublease any Cars herunder, Lessee shall so notify Lessor who shall have the right to reassign such Cars to others at a mutually agreed upon rate, if the lease rate should be lower than that paid by Lessee. If the lease rate obtained by the Lessor is higher than the \$550.00 base rate, Lessee will not participate in the amount exceeding the \$550.00 base rate. In the event that Lessor does not exercise it right hereunder, then Lessee shall be free to sublease the Cars. In the event the Cars are used outside of the area specified and/or Mexico, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss, damage, and/or cost and expenses suffered by Lessor, or claim against Lessor and for all cost and

expenses, including legal costs and attorney's fees arising in any way from such Cars movement.

20. BENEFIT. Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns, and the Lessee, its successors and assigns.

21. DEFAULT. It is mutually agreed that the time of payment of rental and service charges is of the essence of this agreement and that if the Lessee shall make default in the payment of rental and service charges on any of the Cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained and by Lessee to be performed or observed, and such default shall continue for ten (10) days after Lessee has been given notice of default (that is Lessee shall have ten (10) days from date of receiving notice to correct default) or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy law of there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, than and in any of said events, Lessor, at its election, may, upon notice to Lessee of termination, terminate the lease set forth herein and repossess itself of any or all of said Cars, and this lease shall thereupon become and be terminated. In the alternative, Lessor may, without notice, repossess itself and said Cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit, and if a sufficient sum shall not be thus realized after repaying all expense of re-taking and re-letting said Cars (including attorney's fees and expenses of litigation and collecting the rental s thereof) to satisfy the rental and service charges herein reserved, the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well as the obligation for any and all other payments by Lessee to Lessor called for by this Agreement shall survive any termination of this Agreement or the lease contained herein for whatever reason and/or retaking of the Cars. Lessee shall, without expense to Lessor, assist it in repossessing itself of said Cars and shall, for a reasonable time if required, furnish suitable trackage space for the storage of said Cars. The right and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

22. RELIANCE ON LEASE. Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Agreement. If this has occurred, this Agreement, whether or not executed, shall by this agreement between the parties for such cars and supersedes prior negotiations and correspondence.

23. NOTICE. All notices provided for herin, as well as all correspondence pertaining to this Agreement, shall be considered as properly given if given: (a) in writing and delivered personally or sent by registered, certified, or regular mail, or (b) by Telex or cable and confirmed thereafter in writing sent by registered, certified, or regular mail. The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such addresses may be changed by either party giving written notice thereof to the other party.

24. MANDATED NOTIFICATIONS. In the event the U.S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety of use of railroad equipment, requires that owner add, modify or in any manner adjust the Cars subject to this Agreement in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$ 1.75 per car for each \$ 100.00 expended by owner on such Car, or such other monthly charge in lieu thereof, as may be provided for modifications in the lease hereto, in any case effective as of the date the Car is released from the shop after application of such additions, modification or adjustments (hereinafter the "modifications"). No rental credits will be issued on Cars entering the shop for any modifications for the first thirty (30) days. In the event owner in its sole discretion determines prior to making any modifications that the cost thereof is not economical to expend in view of the estimated remaining useful life of such Car, and owner elects to permanently remove such Car from Lessee's service rather than have such Car taken to a Car shop for such modifications, the rental with respect to such Car shall terminate upon the date specified in writing by owner provided that such date must be prior to the date the modification is so required made.

25. MISCELLANEOUS. Nothing herein contained shall give or convey to Lessee any right, title or property interests in and to the Cars except as Lessee. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

26. ENTIRE AGREEMENT. This instrument, constitutes the entire agreement between Lessee and Lessor and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

27. SUBORDINATION. All rights of Lessor hereunder may be assigned, pledged, mortgages, transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer, or otherwise dispose of title to the Cars without notice to Lessee, however Lessor will not dispose of the cars without sixty (60) days prior notice. In the event of any such assignment, pledge, mortgage, transfer, or other disposition, this Agreement and all of the Lessee's rights under this Agreement and all rights of any person, firm or corporation who claims or who may hereafter claim any rights under this Agreement under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, and/or equipment trust agreements covering the Cars or any of them heretofor or hereafter created and entered into Lessor, its successor or assigns, and to all of the rights of any such chattel mortgages, assignee, trustee, secured party, or other holder of the legal title to the Cars. At the request of Lessor or any chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars, the Cars may be lettered or marked to identify the legal owner of the Cars at no expense to the Lessee. If, during the continuance of this Agreement,

any such marking shall at anytime be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

28. GOVERNING LAW. This Agreement shall be governed and construed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

LLCX, INC.
"LESSOR"

BY: _____

James J. Lerner
PRESIDENT

LCI, LTD.
"LESSEE"

BY: _____

J. J. Lerner